

AGREEMENT

Between

**THE BOARD OF EDUCATION OF THE PASSAIC COUNTY
MANCHESTER REGIONAL HIGH SCHOOL DISTRICT**

And

UAW LOCAL 2326 AFL CIO

COVERING THE PERIOD

July 1, 1994

to

June 30, 1997

THIS MATERIAL IS APPENDED
TO THE ORIGINAL MINUTES
FOR _____ REFER TO P. _____
OF THESE MINUTES.

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PREAMBLE

In order to effectuate a negotiation procedure which will function under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974 as enacted by the Senate and General Assembly of the State of New Jersey, THIS AGREEMENT is made and entered into on this of ; it being understood that it is effective for and covers the period from July 1, 1994 to June 30, 1997, by and between the Board of Education of the Passaic County Manchester Regional High School District (hereinafter referred to as the "Board") and UAW LOCAL 2326 AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

STATEMENT OF CUSTODIAN - BOARD OF EDUCATION RELATIONSHIP

- A. Recognizing that the upkeep and maintenance of the physical plant and facilities operated by the Board has a substantial bearing on the educational purposes to be attained in the conduct and operation of Manchester Regional High School, the Board and the Union do hereby mutually declare that:
1. The relationship between instructional personnel and the custodians should be that of persons working together in a joint and cooperative undertaking to provide the best possible learning environment for the students of the district.
 2. Under normal conditions, assignments to the personnel represented by the Union shall come from the supervisor or administrator to whom they are assigned. It being understood that in emergent or unusual circumstances assignments may be made by other members of the Board's instructional or administrative staff and that if any such assignment (emergent or under unusual circumstance) shall have been made, the custodian or custodians so assigned should report the same to his or her immediate superior as soon as possible thereafter.
 3. It is the obligation of the personnel covered by the within contract to carry out and perform their duties in such a manner that the physical plant and facilities of the Board shall be kept in the finest possible state of cleanliness and repair.
 4. In general, students are and shall be the responsibility of the instructional staff. The parties hereto, do, however, recognize that there may be some instances and occasions when the custodians may have to work or deal directly with students, but any direct confrontation in such situations should be avoided when possible except under emergent or unusual circumstances or unless a delay of such action would be harmful or have a deleterious effect upon the student or the physical plant or facilities; the custodian should report the incident and the name of the student to a member of the instructional staff or the administrative staff as soon as reasonably possible thereafter.
- B. Implementation
1. The Board and the Union accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform thereunder pursuant to the law of the State of New Jersey.
 2. Subject to the provisions of Chapter 123 and the Public Laws of 1974, the Board agrees not to negotiate with any custodians' organization other than the Union with respect to those members of the custodial staff who are covered and included in this agreement for the duration hereof.
 3. The Board and the Union each reserves the right to act hereunder by committee, individual member or designated representative (professional or lay), whether or not a member thereof, provided

that satisfactory evidence by way of an official resolution duly adopted prior to such action and a copy thereof, duly certified, by the secretary of the Board or the representative of the Union, has been submitted to the other. Failing the adoption and service of such a resolution by either the Board or the Union to the other, said Board or Union must act officially by and through its designated committee or designated representative.

4. The provisions of this agreement do constitute a binding obligation of the parties for the duration hereof unless altered, changed or amended by mutual consent, which must be in writing, signed by both parties. No oral or verbal changes of any kind by either of the parties or anyone claiming to act for and on their behalf shall be effective to change, alter or amend any of the terms, covenants and agreements herein contained. The provisions of this agreement shall continue in full force and effect until a successor agreement is made and entered into.
5. In the event there is any conflict between any of the terms, covenants and provisions of this agreement and any previously adopted policy, rule or regulation of either the Board or the Union, this agreement shall prevail. Nothing in this agreement which changes any pre-existing policy, rule or regulation of the parties will operate retroactively unless expressly so stated.

ARTICLE II

RECOGNITION

The Board recognizes the Union as the exclusive representative for collective negotiations concerning those terms and conditions of employment as provided for and set forth in this agreement for all custodial employees whether under contract or leave. This specifically excludes the head custodian and any other members of the custodial staff other than those who are members of the Union. The Union shall submit evidence of the membership in the Union and that the Union has been designated as the organization to represent each of its members with respect to collective negotiations with the Board by having those members submit to the Board a duplicate membership signed by each individual member of the Union. This agreement and all of the terms, provisions and covenants hereof shall apply only as between the Board and those persons who are included in this agreement.

ARTICLE III

OFFICER ATTENDANCE AT UNION MEETINGS

The local Union officer will be allowed to attend a maximum of nine Union council meetings per contract year (July 1 through June 30). Due consideration of the Employer's work requirements will be taken by the Union and not less than three (3) work days' notice shall be given to the Employer by the Union of the scheduling of a meeting under this Article, except in unusual circumstances.

No deduction in wages or salary or other benefits will be made on account of such attendance by employees covered hereunder so long as attendance at such meeting or meetings is verified by the Union.

ARTICLE IV

APPOINTMENTS AND SCOPE OF DUTIES

- A. All custodians shall be appointed to a fixed term pursuant to N.J.S.A. 18A:17-3.
- B. The custodians shall be responsible for the cleanliness, upkeep, care and maintenance of such areas of the building assigned to them by the head custodian and for such other duties and responsibilities assigned to them, from time to time, which may require the concerted or joint effort of two or more of them working together.
- C. The custodians shall perform their duties based upon a work schedule set up and established by the head custodian. Such work schedule shall be one which is most beneficial to the school district and the students thereof. Such work schedule may be changed from time to time if, in the opinion of the head custodian, it is necessary. However, the work schedule once established shall not be changed until the head custodian has submitted the proposed change to the Superintendent of Schools and said change is approved by the Superintendent of Schools and the Board.
- D. The individual contract between the Board and each custodian shall provide for a thirty (30) day notice of termination by either the Board or the custodian.
- E. All custodial employees shall satisfactorily complete a course on boiler operation and maintenance and obtain a black seal license, with the exception of Mario Agostinelli who has been grandfathered. If a custodial employee fails twice to secure such a license during the twelve month period next following the date of the inception of his or her employment he or she shall be subject to dismissal and termination of his or her employment contract following the second failure to secure said license or the expiration of the twelve month period hereinabove referred to whichever comes first.
- F. All custodial employees, while engaged in their work in and upon the school premises, shall wear the uniform designated and provided by the district.
- G. All custodial employees shall sign in and sign out, daily, indicating arrival and departure time, on a sheet maintained for that purpose by the head custodian.

ARTICLE V

EVALUATION

The work and job performance of every custodian shall be continuously evaluated by the head custodian. Evaluations so made shall be made in writing on a form prepared by the Business Administrator in conjunction with the head custodian and approved by the Board. At least one each year, prior to staff re-appointment, the head custodian shall meet with each of the custodians and discuss the written evaluation, a copy of which shall be given to the person who has been evaluated. If such written evaluation contains a "below average" or "unsatisfactory" for two successive evaluations, at least two months apart, it shall be the basis for the withholding of a salary increment or raise. If a salary increment or raise is withheld by reason of such an unsatisfactory evaluation, the Board shall give written notice thereof, together with the reasons therefor, to the custodian concerned, within ten (10) days of the Board meeting at which such action was taken.

ARTICLE VI

HOLIDAYS

All full-time members of the custodial staff shall be entitled to the following holidays with pay: July 4th, Labor Day, Thanksgiving, Christmas, New Year's Day, Memorial Day. (NOTE: These designated holidays shall be on days when they are generally accepted throughout the country to be celebrated and when school is closed for that purpose.) All custodial staff shall also be entitled to five additional holidays to be taken when school is closed during Fall, Winter or Spring break and with the approval of the head custodian and School Business Administrator. (NOTE: Columbus Day must be taken as one of five days if school is closed.)

ARTICLE VII

PERSONNEL LEAVE

A. Employee Absence

1. The provisions of R.S. 18A:30-1 to and including R.S. 18A:30-4 dealing with sick leave, service connected disability, accumulated sick leave, credit for unused sick leave, accumulation of sick leave and requirement for a physician's certificate are incorporated in this agreement and made a part hereof as though recited verbatim.
 - (a) All employees covered by the within agreement who have been employed for a full year beginning on July 1, shall be entitled to ten sick days during that year. All custodians employed at a time other than the beginning of the school year shall accumulate one day of sick leave for each month worked, up to a maximum of ten (10) days for the year ending on June 30, next following the date of employment.
 - (b) Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.
2. All personnel covered by this agreement are entitled to the following time off with pay:
 - (a) Death in the immediate family -- a period of five (5) consecutive calendar days from the date of death. If the five (5) day period includes any days during which school is in operation, those days shall be included in the five (5) day period and payment of salary shall be only for those days during which school is in operation. The immediate family shall include and be limited to father, mother, father-in-law, mother-in-law, wife, husband, children, brothers, sisters, grandfather and grandmother.
 - (b) Death of a relative -- one day which may be taken at the option of the custodian from the date of death to the date of the funeral inclusive.
 - (c) Serious illness in the immediate family -- two (2) days. The "immediate family" being the same as hereinabove defined. Serious illness shall be one which requires the attendance of a physician or hospitalization. The custodian shall supply certification of the physician or hospital.

- (d) Government mandates over which the employee has no control except that the same shall not include any individual's requirement to answer violations of law due to personal reasons or to prosecute or defend any law suits in which the employee is a party.
- (e) Personal business -- two (2) days during the school year.
 - (1) The request for a personal business day must be submitted in writing to the Superintendent of Schools at least one (1) calendar week prior to the day which is requested and the applicant for such leave shall not be required to state the reason for taking such leave. In case of emergency, where the personal day requested is less than one (1) calendar week from the written request, the Superintendent may, at his/her discretion, request that a reason be given.
 - (2) Personal business days shall not be granted for any day which falls on a day immediately preceding or immediately following scheduled school holidays.
 - (3) Within the discretion of administration, personal business days shall not be granted for any day when the employee's absence may seriously hinder or interfere with the overall operation, care and maintenance of the school plant and facilities.
 - (4) There shall be no accumulation of personal business days.
- (g) All of the employees in the bargaining unit covered by the within contract shall be entitled to an annual paid vacation to take place during the months of July and August. Vacation days are earned at the following rates:

One day through ten (10) months:

One day per month worked, up to a maximum of 10 days. If employment commences between the first and the fifteenth of the month, one vacation day is earned. If employment commences after the fifteenth of the month, no vacation day for that month is earned. Conversely, if employment is terminated between the first and fifteenth of the month, no vacation day is earned for that month. If employment is terminated after the fifteenth of the month, one vacation day is earned for that month.

Employees will have earned vacation based on the following schedule **AT THE END** of the periods shown below measured from July 1 through June 30. For example: an employee who starts in January must work four consecutive years starting with the next July 1st and ending June 30 four years hence (4 1/2 years overall) to be eligible for three weeks vacation.

One (1) year through three (3) years -- Two (2) Vacation Weeks

Four (4) years through nineteen (19) years -- Three (3) Vacation Weeks

Over nineteen (19) years -- Four (4) Vacation Weeks

Employees earn vacation for July and August based upon the number of months worked prior to the summer. However, employees who terminate employment prior to July 1, will receive compensation for vacation earned up to the date of termination.

ARTICLE VIII

SALARIES, WORKING HOURS AND OTHER COMPENSATION

- A. All employees covered by this Agreement will receive the following percentage increases over their present salaries:

July 1, 1994	June 30, 1995	5.0%
July 1, 1995	June 30, 1996	5.0%
July 1, 1996	June 30, 1997	5.0%

- B. The minimum starting salary as of July 1, 1994 will be \$20,964.00.
- C. Any employee who has been employed by the employer for a period of ten (10) consecutive years shall receive a Five Hundred and 00/100 (\$500.00) one time increase in his or her base salary.
- D. The parties hereto do agree that the Board may withhold for inefficiency or other good cause the scheduled increments of any of the employees who are included and covered by this agreement in any year, by a majority vote of all the members of the Board pursuant to and in conformity with R.S. 18A:29-14, which is incorporated herein by reference and made an integral part thereof.
- E. The regular working hours of the employees covered by the within agreement shall be as follows:
- (1) Second shift--from 3:30 p.m. to 12:00 a.m. with 1/2 hour for lunch.
 - (2) during the months of July and August, the working hours for all custodians shall be from 7:30 a.m. to 3:30 p.m. with 1/2 hour for lunch.
 - (3) The normal work week is Monday through Friday with Saturday and Sunday off. However, one schedule is established Tuesday through Saturday with Sunday and Monday off. Or, Monday through Thursday, and Saturday with Friday and Sunday off. The custodian who works this schedule must give one month's notice of his or her desire to change from either schedule with a limit of three changes per year. This applies only when custodians are working second shift. The day shift schedule is Monday through Friday for all employees.
- F. Any employee covered by this agreement who is required to work beyond the normal working day shall be paid at an overtime rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. If such employee is required to work on a holiday (as designated in Article VI) on which school is not in session, then the rate of pay shall be three (3) times the employee's regular hourly rate of pay. If such employee is required to work on a Sunday, then the rate of pay shall be two (2) times the employee's regular hourly rate of pay.
- G. The parties do agree that since many school activities and the use of the school plant and facilities by outside groups and organizations require such use on days and during hours when school is not in session, all employees covered by the within agreement shall be required to perform overtime services. The head custodian shall designate the employee or employees to perform such overtime services on a rotating basis. In an emergent or unusual situation said employee or employees shall report for work as requested by the head custodian. In any unusual or emergent situation, a substitute custodian may be used who is

unusual or emergent situation, a substitute custodian may be used who is not a member of the bargaining unit covered by the within agreement.

- H. The head custodian shall assign two custodians to work during evening functions when school is not in session. It is understood that both custodians will remain throughout the function and shall be assigned duties to perform during this time by the head custodian.

ARTICLE IX

INSURANCE AND RETIREMENT

- A. The Board will provide insurance for all of the employees within the unit covered by this agreement as follows:
1. All employees and their dependents shall be covered by the State Health Benefits Program. The premium cost for the traditional plan shall be the maximum cost to be paid by the Board of Education. If the employee chooses an optional program at a greater cost, the excess of the cost over the traditional plan must be borne by the employee. The Benefits provided to the employee and dependents are solely as determined by the State Health Benefits Program. Prescription coverage will be provided through the same carrier as the teachers' association coverage. The Board of Education shall provide a dental plan constituting full family coverage. Each covered employee shall contribute to his/her premium at the 1992-93 rate (\$131.04) for each year of this agreement by having same deducted from his/her salary at a prorated rate over a 10 month period. The Board shall pay the balance of each covered employee's premium during each year of this agreement and shall retain any cost savings resulting from premium deductions. Dental coverage will be provided through the same carrier as the teachers' association coverage.
 2. Upon retirement any employee who has been employed by the district for a minimum of fifteen (15) years shall be paid \$5.00 per day for the number of sick days accumulated by said employee not exceeding thirty (30) days.

BECAME BLANK AFTER MARCH 1993 ADDENDUM

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a custodian or the Union based upon the interpretation, application or violation of this agreement.
2. An aggrieved person is the person or persons, or the Union, making the claim.
3. A party in interest is the person or persons making the claim and any person, including the Union or the Board, who may be required to take action or against whom action may be taken in order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting custodians. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Anything herein contained shall be construed as limiting the right of any person covered by this agreement, having a grievance, to discuss the matter informally with his immediate superior and having the grievance adjusted without the intervention of the Union.

C. Formal Procedure

1. Every grievance shall be started within ten (10) days from the date on which it is alleged that the grievance took place, or from the date that it should have been known that it took place. In counting said ten (10) day period, the day on which the alleged grievance took place shall not be counted. If a grievance is not filed during the said ten (10) day period, it shall not be filed thereafter.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. Level One

Any person with a grievance shall first discuss it with his or her immediate superior, either directly or through the Union's designated representative, with the objective of resolving the matter. In each instance the person with whom the grievance is discussed shall advise of his or her decision with respect thereto within three (3) calendar days from the date that the grievance has been brought to his or her attention. In counting said three (3) calendar day period, Saturdays, Sundays and regular school holidays, not including summer vacation, shall not be counted.

4. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the employee's immediate superior to whom the grievance has been submitted has not rendered his or her decision within the three (3) calendar days after the grievance has been presented to him or her, the aggrieved person may file the grievance in writing with the Superintendent of Schools within five (5) calendar days after the decision, or the absence of such a decision at Level One. In counting said five (5) calendar day period, Saturdays, Sundays and regular school holidays, not including summer vacation, shall not be counted.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance (in writing) was submitted to the Superintendent of Schools, the aggrieved person may within five (5) calendar days after the decision by the Superintendent of Schools, or the failure of the Superintendent of Schools to render a decision within the said ten (10) calendar days, whichever is sooner, the aggrieved person may, in writing, request that the Union representative submit his or her grievance in writing to the Board. The Board shall consider and dispose of the grievance as submitted within fifteen (15) calendar days after the same has been submitted. In counting said fifteen (15) calendar day period, Saturdays, Sundays and regular school holidays, not including summer vacation, shall not be counted.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his or her grievance by the Board, he or she, either personally or through the Union representative, shall not be precluded from taking an appeal to the Commissioner of Education of the State of New Jersey pursuant to the provisions of New Jersey Revised Statute 18A.

D. Right of Representation

1. Any person presenting a grievance may be represented at all levels of the grievance procedure by himself or herself or by a representative selected or approved by the Union. When a person presenting a grievance is not represented by the Union, the Union shall have the right to have a representative of the Union present to state its views with respect to the grievance under consideration.
2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board, or by any member of the administration against any party in interest, any Union representative, or any other participant in the grievance procedure by reason of such participation.
3. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the grievant against another person, his or her immediate superior, members of the administrative staff, or members of the Board by reason of the disposition of the grievance.

- E. If at any point in the grievance procedure the person who has initiated the grievance shall indicate that he or she is satisfied with the

decision, at any level at which the acceptable decision is made, the particular grievance involved shall be considered as terminated and no further proceedings shall be had with respect to same.

F. Miscellaneous

1. If in the judgment of the Union, a grievance affects two or more of the employees covered by this agreement, the Union may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure provided that the person or persons aggrieved desire to do so and so inform the Board in writing.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three shall be in writing setting forth the decision and reasons therefor. The said written decision shall be delivered promptly to all parties in interest and to the Union representative.
3. All documents communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE XI

SAFETY AND HEALTH

The employer will provide a safe, healthful and sanitary place to work. The Union will designate an employee as it's safety member who will bring safety problems raised by the employees to the employers' attention. The employer will discuss safety problems with that individual as conditions require. The Union and it's members will cooperate with the employer with respect to the obligations the employer has assumed under this provision.

ARTICLE XII

CREDIT UNION AND OTHER DEDUCTIONS

The employer agrees to cooperate with the Union insofar as the Credit Union is concerned. Deductions will be made from the pay of the employees on a monthly basis and submitted to UAW Local 2326 AFL CIO upon receipt of a written employee authorization. The amount deducted will be forwarded at the same time all other deductions are forwarded which is usually around the 15th of each month.

The Board agrees to deduct \$5.00 from each employee's pay and remit same to UAW Local 2326 AFL CIO by February 15th of each year upon receipt of written authorization from each employee. The Union agrees to provide written notice of such remittance by the preceding January 25th.

ARTICLE XIII

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- a. to direct employees of the school district;
- b. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. to relieve employees from duty because of lack of work or for other legitimate reasons;
- d. to maintain efficiency of the school district operations entrusted to them;
- e. to determine the methods, means and personnel by which such operations are to be conducted;
- f. to establish reasonable work rules; and
- g. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XIV

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Union agree to negotiate for a successor agreement in good faith effort on both sides within the specific time table for negotiations as adopted by the public employment relations commission to carry out the requirements of Chapter 123, P.L. 1974. Any agreements so negotiated shall apply to all Board employees within the unit covered by this agreement and shall be reduced to writing and signed by all parties.
- B. The provisions hereinabove contained with respect to negotiating and reducing to writing a successor agreement shall be subject to the then existing statutes of the State of New Jersey controlling public employer--employee relationships.

ARTICLE XV

STATUTES

- A. Whenever, in this agreement, a statutory provision has been incorporated, by reference, any change, revision or amendment of such statutory provision shall automatically become a part of this agreement.
- B. Whenever any provision of this agreement is contrary to and in conflict with any statute of the State of New Jersey now in effect or hereafter adopted, the statutory provision shall prevail.

ARTICLE XVI

MUTUALITY OF OBLIGATION

The Board and the Union will make every good faith effort to carry out the spirit as well as the letter of this agreement, subject to law. Both parties further agree to take no action which will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppages by public employees.

DURATION

- IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the year and day above indicated.

THE BOARD OF EDUCATION OF THE
PASSIAC COUNTY MANCHESTER
REGIONAL HIGH SCHOOL DISTRICT

President

UAW LOCAL 2326 AFL CIO

UAW LOCAL 2326 AFL CIO